

TO: THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI  
FROM: MISSISSIPPI VALLEY GAS COMPANY

P.O. Box 130  
Southaven, MS 38671  
(Local Office Address)  
(601) 393-7083  
(Local Office Telephone Number)

SS STATE MS.-DESOTO CO.  
FILED

DEC 7 10 22 AM '98

BK 1061 PG 651  
W.E. DAVIS CH. CLK.

The attached copy of a Sales Ticket and Security Agreement is filed in lieu of a UCC-1 Financing Statement. This is a "fixture filing" under MCA S75-9-4-2 and should be filed in the appropriate land records. The filing should be indexed as follows:

Lot _____	Lot <u>24</u>	Section _____
Block _____	Subdivision <u>Red Oaks</u>	Township _____
	_____	Range _____
		Quarter Section _____

A full legal description of the real estate involved is:

( ) Attached Deed Book 314 Page 533

OR

( ) as follows:

Legal description of property where located

Lot 24, Section part B, Red Oaks Subdivision, in Section 10, Township 2 South, Range 8 west, in the City of Horn Lake, DeSoto County, Mississippi, as shown by the plat appearing of record in Plat Book 17, Page 36-37 in the office of the Chancery Clerk of DeSoto County, Mississippi.

# INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO.  
(COL 26 12)

A 21724



MISSISSIPPI VALLEY GAS COMPANY

7977 Hwy 51 N.  
ADDRESS  
5 Southaven MS 17 38671  
CITY STATE COUNTY ZIP  
A: BUYERS NAME Conn. Wayne, Tammy  
STREET 2151 Sharon Dr.  
Horn Lake MS 17 38637  
CITY STATE COUNTY ZIP

## TO BE COMPLETED BY MVG

ACCOUNT NUMBER				DATE			
00 40135				11 30 98			
TC	OP	CARD	TOWN	TYPE	CLASS		
45	1	25	10002	88	1		
SALESMAN B. Beckin				EMP. NO. 1159			
LOCAL CREDIT APPROVAL				DATE			
CREDIT APPROVAL CODE				DATE			

This Agreement establishes the terms under which the undersigned Buyer will purchase from the named Seller/Installer certain equipment and Mississippi Valley Gas Company (hereinafter referred to as "Company") will advance, and pay in full, costs of such equipment to Seller/Installer and allow Buyer to reimburse Company such costs on an installment basis. The parties agree as follows:

## B: EQUIPMENT DESCRIPTION AND COST

QUANTITY	DESCRIPTION	AMOUNT
1-63	125,000 Furnace model- FBF125J201A3 serial- L983035823	
1-0A	5-ton coil model- NEPM60522A1 serial- L983276263	
	INSTALLATION	
	SUB-TOTAL	

## D: TERMS OF PAYMENT

	AMOUNT
1. ITEMIZATION OF AMOUNT FINANCED A (SUB-TOTAL AT LEFT)	3175 00
B SALES TAX # 7 % TAX CODE 5	222 25
C CASH PRICE	3397 25
D CASH DOWN PAYMENT	-0-
E UNPAID BALANCE OF CASH PRICE	3397 25
F SECURITY INTEREST RECORDING FEE PAID TO PUBLIC OFFICIAL	22 00
2 AMOUNT FINANCED - THE AMOUNT OF CREDIT PROVIDED TO YOU OR ON YOUR BEHALF	3419 25
3 FINANCE CHARGE - THE DOLLAR AMOUNT THE CREDIT WILL COST YOU	914 48
4 TOTAL OF PAYMENTS - THE AMOUNT YOU WILL HAVE PAID AFTER YOU HAVE MADE ALL PAYMENTS AS SCHEDULED	4337 73
5 TOTAL SALE PRICE - THE TOTAL COST OF YOUR PURCHASE ON CREDIT, INCLUDING YOUR	4337 73
DOWN PAYMENT OF \$	
ANNUAL PERCENTAGE RATE THE COST OF YOUR CREDIT AS A YEARLY RATE	9.75 %

## SECURITY: YOU ARE GIVING A SECURITY INTEREST IN

☒ THE PURCHASED EQUIPMENT LOCATED AT

2151 Sharon Dr.

☐ YOUR HOME AT

DESCRIPTION CODE	TOTAL NUMBER OF PAYMENTS	PAYMENTS BEGIN	FINANCE CHARGE INSTALLMENTS	MONTHLY PAYMENT AMOUNT
6 1	60	12 98	15 24	72 30

BUYER AGREES TO PAY THE "TOTAL OF PAYMENTS" SHOWN ABOVE IN 60 MONTHLY INSTALLMENTS AS FOLLOWS:  
59 PAYMENTS OF \$72.30 AND A FINAL PAYMENT OF \$72.03, THE FIRST INSTALLMENT BEING PAYABLE ON THE  
DATE OF THE BUYER'S FIRST REGULAR MONTHLY GAS BILL AFTER THE DATE OF THIS CONTRACT AND SUBSEQUENT PAYMENTS  
DUE VIA SUBSEQUENT AND CONSECUTIVE GAS SERVICE BILLS UNTIL PAID IN FULL.

The Parties further agree that the terms and conditions on the reverse side hereof shall govern this contract.

BUYER: M. W. Con  
S.S. # 587-29-0000  
DATE: 11-20-98  
CO-BUYER:  
S.S. #:  
DATE:

SELLER/INSTALLER: McCullough's Heat & Air  
NAME: Steve McCullough  
BY: Steve McCullough  
TITLE: owner  
DATE: 11-20-98

MISSISSIPPI VALLEY GAS COMPANY  
TITLE: Sr. Mkt. Rep.  
DATE:

## NOTICE: SEE ATTACHED SALES AGREEMENT FOR IMPORTANT INFORMATION

Buyer purchases from Mississippi Valley Gas Company (Company) the equipment described on the attached and agrees to pay Company:

(1) The "Total of Payments" shown on the attached in monthly installments in the amount there set out, the first installment being payable 10 days after date of the first installment billing and the remaining monthly installments being due, one in each calendar month thereafter 10 days after date of each subsequent monthly installment billing by Company until paid in full.

OR

(2) The entire purchase price not later than 30 days after the date of the first statement upon which such charge appears. Failure to pay the amount in full within such time will cause the account to be delinquent. In such case a late charge not to exceed 4% of the delinquent balance may be imposed by Company.

All warranties or guaranties are limited, to the extent allowed by law, to the express terms and conditions of the manufacturer's warranty provided with the equipment.

1. Buyer hereby grants to Company a purchase money security interest under the Mississippi Uniform Commercial Code to secure the payment of the indebtedness evidenced above, and Buyer's performance of the items provided herein and to the equipment and the proceeds thereof. Buyer hereby assigns to Company monies payable under any property insurance required herein, including returned or unearned premiums, and Company is hereby authorized to receive and collect same, or settle any claim with respect thereto. Buyer further agrees that Company shall have the right to set off said balance against any funds due Buyer from Company should Buyer be in default hereunder.

2. IT IS AGREED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY NOTWITHSTANDING THE MODE OF ITS ATTACHMENT TO REALTY OR OTHER PROPERTY. This Security Agreement may cover goods that are to become fixtures and is to be filed for record in the real estate records. A copy of this Security Agreement may be filed in lieu of a UCC-1 Financing Statement pursuant to MCA 75-9-402(1)(5). Company claims a security interest in the equipment only and disclaims any related security interest in Buyer's principal dwelling unless a right of rescission is given as required by law.

3. Buyer warrants and represents that Buyer is a residential or commercial customer of Company receiving gas service and holding legal title to the real property at the address where the equipment is installed. Buyer agrees that the equipment shall not be removed from the location where originally installed without Company's written consent. In the event the real property upon which the above described equipment is installed, is sold or otherwise transferred by Buyer to another person or entity, the Company shall be entitled to the immediate payment of the principal balance of indebtedness outstanding at the time of such sale or transfer. Buyer shall be considered in default if such balance is not paid within 30 days of such transfer. Buyer shall keep equipment in good repair and condition and insured against all perils.

4. Should Buyer default in the payment of any installment hereunder for as long as 30 days after the same is due and payable, the Company may, at its option, declare all remaining installments immediately due and owing and may enforce collection in any lawful manner. As an additional remedy, and without impairing any other remedy it may have, the Company may enter upon Buyer's premises in any lawful manner and repossess any of said property for which payments are in default, and may sell the same at public or private sale or may retain the same in satisfaction of the debt. The proceeds of any such sale shall be applied first to the cost of repossession and sale, then to the balance due under this Contract, and the remainder, if any, shall be paid to Buyer.

5. In case of any default, Buyer agrees to pay interest from the date of default at the annual percentage rate stated in the Contract, and all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. Presentment for payment, demand, notice of dishonor, protest, notice of protest, and any homestead or personal property exemption addressed by the laws of any state, are hereby waived by Buyer. Failure by the holder hereof to exercise any option granted it hereunder, shall not constitute a waiver of future rights.

6. The entire agreement between Buyer and Company is provided herein and any representations, warranties or agreements not contained herein, shall not obligate Company in any way. This agreement shall apply and be binding upon Buyer, his heirs, personal representatives, successors and assigns, but may not be assigned by Buyer without the written consent of Company. Buyer has the right at any time to pay in advance the unpaid balance due under this Contract, and shall be entitled to adjustments for finance charges not yet accrued.

## NOTICE:

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT, OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THIS CONTRACT YOU SIGN.

BUYER ACKNOWLEDGES THAT BEFORE SIGNING, THE CONTRACT WAS COMPLETE AND ALL BLANKS WERE COMPLETELY FILLED IN. BUYER AUTHORIZES COMPANY TO CHECK HIS/HER CREDIT AND EMPLOYMENT HISTORY.